

STATE OF NORTH DAKOTA

**DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ENFORCEMENT
1600 E CENTURY AVENUE SUITE 7
PO BOX 7190
BISMARCK ND 58507-7190**

Request For Proposal (RFP)

RFP Title: Access and Visitation Grant

RFP Number: 325-05-17-35

Date of Issue: August 5, 2005

Purpose of RFP: To procure visitation services that are available to people of the state of North Dakota.

Offerors are not required to return this form.

Procurement Officer: Tina Bay
Child Support Enforcement Division

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The Department of Human Services, Child Support Enforcement, hereafter known as “purchasing agency” or “State” is soliciting grant proposals for access and visitation services that are available to people of the state of North Dakota.

1.02

Contact Person, Telephone, Fax, E-mail

PROCUREMENT OFFICER: Tina Bay
PHONE: 701 328-3582
FAX: 701 328-6575
TTY Users call: 1-800-366-6888 (Relay North Dakota)
E-MAIL: sobayt@state.nd.us

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

1.03

RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days, but the contract start date will be no later than October 1, 2005.

The approximate RFP schedule is as follows:

- RFP Issued: August 5, 2005
- Deadline for receipt of questions and objections related to the RFP: August 12, 2005
- RFP Due Date: August 26, 2005
- Proposal Evaluation Committee evaluation completed by approximately: September 2, 2005
- State issues Notice of Intent to Award a Contract approximately: September 2, 2005
- State issues contract approximately: September 9, 2005
- Contract start: October 1, 2005

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit 3 copies of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

DEPARTMENT OF HUMAN SERVICES
Child Support Enforcement
Attention: Tina Bay
Request for Proposal (RFP): Access and Visitation Grant
RFP Number: 325-05-17-35
PO Box 7190
Bismarck, ND 58507-7190

Proposals must be received by the purchasing agency at the location specified no later than 2:00 P.M., Central Time on August 26, 2005. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05
Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06
Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07
Approved Vendor Registration Requirements

North Dakota law requires that every person or entity that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list. An offeror that is not registered by the deadline for receipt of proposal will be determined to be non-responsive, and its proposal will be rejected.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry.

Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 952-67.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the North Dakota Vendor Registry at 701-328-2773 or infospo@state.nd.us for assistance.

1.08 Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10 Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website:

<http://www.state.nd.us/humanservices>.

SECTION TWO BACKGROUND INFORMATION

2.01 Background Information

Background information concerning this project is as follows: The State receives a federal grant of \$100,000 per federal fiscal year (October 1 through September 30) to promote parental access and visitation to their children. These federal funds may be used to reimburse successful offerors for 90% of the allowable expenses incurred, with the remaining 10% provided by the offeror from non-federal sources that have not been matched with other federal funds. The matching funds may be cash or in-kind income.

The State currently provides grants to four vendors operating on a regional basis. The State would like to receive proposals that either offer to provide services on a regional basis, or that would operate on a statewide basis through a subcontract with local providers. Preference will be given to proposals that expand accessibility to these services.

2.02 Budget

The estimated budget for completion of this project is \$100,000 per year for all projects plus the local match. Each proposal should indicate any minimum acceptable grant amount.

SECTION THREE SCOPE OF WORK

3.01 Scope of Work

The State is interested in using the grant funds to offset the cost of providing access and visitation services to parents and children. These services are commonly provided at visitation centers and include supervised visitation and supervised exchange of children; particularly children in foster care and court ordered supervised visitations. A vendor may utilize grant funds to assist with travel related expenses.

The State wants to make these services as accessible as possible. Accordingly, it is interested in proposals that serve a particular region or that provide a method for delivering services on a statewide basis through subcontracts with local centers.

One of the purposes of promoting healthy relationships between children and parents is to improve financial support for those children. Accordingly, vendors will be expected to obtain and forward to the State sufficient information regarding parents and children receiving services under the grant to identify any existing child support obligation for the child. This information will be kept confidential under North Dakota Century Code section 50-06-15 and will be used only for purposes related to administration of the child support enforcement program.

Successful grantees will provide quarterly reports in a format acceptable to the State, including the social security number of at least one of the parents receiving services under the grant and the name of the other party.

3.02 Prior Experience

No specific minimums have been set for this RFP.

3.03 Required Licenses

Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

An offeror must ensure that locations where services are provided under the grant will be in compliance with Standards for Child Visitation and Exchange Centers in North Dakota or meet comparable safety standards.

3.04 Federal Requirements

Vendors will be required to comply with section 469B of title IV-D of the Social Security Act as amended (42 U.S.C. § 669B) and all conditions of the federal grant.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01 Contract Term and Renewal Options

The State intends to enter into a contract with an effective date beginning October 1, 2005 and ending September 30, 2006.

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to two options to renew this contract annually under the same terms and conditions for a period of 12 months each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least 30 days before the scheduled contract expiration date.

4.02 Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.04 Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.05 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.07 Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.ndtaxdepartment.com for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.08

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract. Final reimbursement requests shall be submitted to the State no later than 30 days after the expiration of the contract.

4.09

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.10

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.11

Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01

Understanding of the Project

Five percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Is the proposal submitted responsive to all material requirements in the RFP?

5.02

Methodology Used for the Project

Twenty percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the proposal?
- [c] Does the methodology interface with the time schedule in the proposal?
- [d] Does the methodology have provisions for quality assurance?

5.03

Management Plan for the Project

Twenty percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

[g] Is the proposal practical, feasible, and within budget?

[h] Does the proposal expand accessibility to these services?

5.04

Experience and Qualifications

Thirty percent (30%) of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

5.05

Contract Cost

Twenty-five percent (25%) of the total possible evaluation points will be assigned to cost and the minimum grant amount identified in the proposal.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

6.04

Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

6.05

Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed.

6.06

Experience and Qualifications

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the

subcontractors and the portions of the work the subcontractors will perform.

Offerors are invited to provide letters of reference from previous clients.

6.07

Cost Proposal

Cost proposals must include a budget for the grant funds establishing that the funds will be used only to offset the cost of allowable expenses actually incurred by the vendor.

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal.

The State's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Offer Held firm

Proposals must remain open and valid for at least 90 DAYS from the deadline specified for submission of proposals. In the event award is not made within 90 DAYS, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07

Alternate Proposals

Offerors may submit a grant proposal for services provided on a regional basis and a grant proposal for services provided on a statewide basis through subcontracts.

7.08

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within fifteen working days from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

Any subcontractor must certify that it complies with section 7.04 Offeror's Certification.

7.09

Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

Any joint venture agreement must confirm compliance with section 7.04 Offeror's Certification.

7.10

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be non-responsive, and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

7.15

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held telephonically, in writing, or at:

State Child Support Enforcement Office
Century Center Suite 7
1600 East Century Avenue
Bismarck, ND

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.16

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.17

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by

the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01

Attachments

Attachments

- A. Contract Template
- B. Offeror Checklist
- C. Federal Reporting Form

ATTACHMENT A

CONTRACT #

GRANT AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Child Support Enforcement Division, herein referred to as "Grantor" has determined the services referred to in the paragraph below entitled "Scope of Service" form an appropriate basis for the expenditure of funds allocated to the Grantor; and

WHEREAS, the [GRANTEE] herein referred to as "Grantee" proposes to provide those services;

NOW, THEREFORE, the Grantor and Grantee enter into the following:

I. TERM OF THE GRANT

The term of this agreement shall be from the ____ day of _____ 200__ through the ____ day of _____ 200_. However, this agreement may be terminated with or without cause upon thirty (30) days written notice by either party.

II. SCOPE OF SERVICE

The Grantee agrees to utilize grant funds to

III. COMPENSATION

The Grantor, upon written request from the Grantee, shall reimburse the Grantee for allowable expenses incurred, as defined by the OMB Circular cited under Section VIII of this agreement, while performing the scope of service. The total amount of this grant shall not exceed \$_____. No funds will be advanced prior to services actually being provided. Request for reimbursement by the Grantee should be sent monthly to the Grantor. **Final reimbursement requests shall be submitted to the Grantor no later than thirty (30) days after the expiration of this agreement. No payment will be made until the Certification of the OMB Circular Informational Guide, which is attached by reference and made a part of this agreement, is appropriately signed and returned.**

Payment for services under this agreement may include federal monies. The funding sources at the time of the agreement execution are listed below. The funding source of actual payments and the federal program can be verified by contacting the Grantor's Fiscal Administration Division.

Anticipated Funding:

Federal	\$ _____	Other	\$ _____
State	\$ _____	Unknown	\$ _____

Catalog of Federal Domestic Assistance Number [CFDA NUMBER].

IV. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant, and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond the termination date of this agreement.

V. GRANTEE ASSURANCES

The Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances attached as Attachment "A" and made a part of this agreement.

VI. AUTHORITY TO CONTRACT

The Grantee shall not have the authority to contract for or on behalf of or incur obligations on behalf of the Grantor. However, the Grantee may subcontract with qualified providers of services, provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Grantee agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Grantee shall perform as an independent entity under this agreement. The Grantee, its employees, agents, or representatives are not employees of the Grantor for all purposes, including but not limited to: the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this agreement.

VIII. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

The Grantee agrees to keep such financial records as are necessary to fully disclose the complete financial status of the agreement. These records shall be made available for review by the Grantor, or its agents upon request at any time during normal business hours. Further, it is agreed that if the Grantee has expended federal funds (when considering all sources) during the Grantee's fiscal year at the amount specified in OMB Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*; which is attached by reference and made a part of this agreement, then such Circular shall be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156. The Circular can be obtained from the Grantor's Fiscal Administration Division upon request. The Grantee agrees to file a copy of the "Reporting Package" as described by the referenced Circular with the Grantor's Fiscal Administration Division within the time frame identified in OMB

Circular A-133. Further, the Grantee agrees to submit a contract closure report to the Grantor's Fiscal Administration Division within ninety (90) days after the contract end date.

Additionally, the Grantee agrees to spend all federal assistance received from the Grantor in accordance with applicable laws and regulations such as, but not limited to: OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*; and OMB Circular A-122, *Cost Principles for Non-Profit Organizations*; which are attached by reference and made a part of this agreement. These Circulars can be obtained from the Grantor's Fiscal Administration Division upon request.

IX. RETENTION OF RECORDS

The Grantee agrees to retain financial records for a period of three years from the date of submission of the final expenditure report or if subject to audit, until such audit is completed and closed, whichever occurs later. The Grantor, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are pertinent to the services provided under this agreement. Program records shall be maintained for a period of six years or until an audit is completed and closed, whichever occurs later.

X. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the terms of this agreement, the Grantor shall thereupon have the right to terminate this agreement forthwith by giving written notice to Grantee of such termination and specifying the effective date thereof. Notwithstanding a termination pursuant to this paragraph, Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the agreement by Grantee, and the Grantor may withhold any payment, otherwise due to Grantee, for the purposes of set off until such time as the exact amount of damages due is determined.

XI. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Grantee, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated, at the option of the Grantor, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

XII. CONTINGENT LIABILITY

During the term of this agreement, and for three years thereafter, the Grantee agrees to reimburse the Grantor for any claims, submitted by the Grantor for federal financial participation in the cost of this agreement, which are disallowed by any federal agency for a failure, on the part of the Grantee, to comply with the terms and conditions of this agreement, the applicable provisions of any federal or state statutory or regulatory provision which govern the source of funding. The Grantor agrees to give the Grantee prompt written notice of any disallowance of claims subject to reimbursement by the Grantee. Any amount disallowed in the manner and for the reasons described shall be considered a debt owing to the Grantor and action may be brought by the Grantor thereon in any manner prescribed by law.

XIII. INDEMNITY

Grantee agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies,

officers and employees (North Dakota), from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of North Dakota's sole negligence. The legal defense provided by Grantee to North Dakota under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary. Grantee also agrees to defend, indemnify, and hold North Dakota harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after termination of this agreement.

XIV. INSURANCE

- A. **Required Coverages.** Grantee shall secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages covering the Grantee for any and all claims of any nature which may in any manner arise out of or result from this agreement:
- 1) Commercial general liability, including contractual coverage, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 2) Automobile liability, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 3) Workers' compensation coverage meeting all North Dakota statutory requirements.
- B. **General Insurance Requirements.** The insurance coverages listed above must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by the Grantor.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by the Grantor. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.
 - 3) North Dakota will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify North Dakota under this agreement shall be not be limited by the insurance required in this agreement.
 - 4) North Dakota shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insureds. North Dakota shall have all the rights and coverages as Grantee under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10 form, or such other form as approved by North Dakota, and shall not limit or delete North Dakota's coverage in any way based upon North Dakota's acts or omissions.
 - 5) The insurance required in this agreement, through a policy to endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against North Dakota;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned Grantor representative;

- c) a provision that any attorney who represents North Dakota under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required by N.D.C.C. § 54-12-08;
 - d) a provision that Grantee's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by North Dakota and that any insurance, self-insurance or self-retention maintained by North Dakota shall be excess of the Grantee's insurance and shall not contribute with it;
 - e) cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to North Dakota under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary.
 - 7) Grantee shall furnish a certificate of insurance and, if requested, a copy of the insurance policy and all its endorsements, including the additional insured endorsement, to the undersigned Grantor representative prior to commencement of this agreement.
 - 8) Failure to provide insurance as required in this section is a material breach of contract entitling Grantor to terminate this contract at any time effective upon delivery of notice to the Grantee.

XV. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XVI. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Grantee and the Grantor. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XVII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XVIII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIX. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XX. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this agreement belong to the Grantor and must be delivered to Grantor at Grantor's request upon termination of this agreement. Grantee agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the Grantor all rights and interests Grantee may have in the materials it prepares under this agreement, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable the Grantor to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the Grantor.

XXI. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in Section XXIV, the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this agreement, except for records that are confidential under Section XXIV, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

XXII. ATTORNEY FEES

In the event a lawsuit is instituted by the Grantor to obtain performance due to any kind under this agreement, and the Grantor is the prevailing party, Grantee shall, except when prohibited by N.D.C.C. § 28-26-04, pay the Grantor's reasonable attorney fees and costs in connection with the lawsuit.

XXIII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

XXIV. CONFIDENTIAL INFORMATION

The Grantee agrees not to use or disclose any information it receives from the Grantor under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Grantor. The Grantor agrees not to disclose any information it receives from the Grantee which the Grantee has previously identified as confidential and which the Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the Grantor and the Grantee to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

[GRANTEE]

By _____ DATE _____

Its _____
(TITLE)

Grantee's Federal Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____
MIKE SCHWINDT, DIRECTOR
CHILD SUPPORT ENFORCEMENT DIVISION

By _____
KRISTA L. ANDREWS
CONTRACT OFFICER

GRANTEE ASSURANCES

- A. This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to Krista L. Andrews, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).
- B. Unless otherwise authorized by federal law, the charges to be made by the Grantee do not include costs financed by federal monies other than those generated by this agreement.
- C. The Grantee certifies by signing this agreement that neither the Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.
- D. Grantee shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.
- E. The Grantee assures that:
 - 1) No Federal funds from this agreement will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ATTACHMENT B

CHECKLIST FOR OFFERORS

Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.

Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.

Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.

Comply with minimum requirements for experience.

Comply with professional licensing requirements, and provide copies of certifications, if required.

Provide the information about the qualifications of the firm and individuals that will be working on the project.

Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

Provide all documents or materials that must be submitted with the RFP.

Identify and label and sections of the proposal you feel contain confidential information.

ATTACHMENT C
FEDERAL REPORTING FORMS

[Local Service Provider Survey](#)

[Local Service Provider Form](#)